

Exhibit A: Claim-by-Claim Argument Reference Chart

Plaintiffs' specific claims against the Pharmacies should be dismissed for the reasons as set forth in the various briefs and supporting exhibits, as follows:

Personal Injury Master Complaint, Dkt. 122 (and all PI complaints with the same or similar allegations)		
Counts 1-3: Strict Liability	No pharmacy strict liability	Pharmacy Br. at 10-14 (II.A.1) and Ex. B
	Drug Security Act preemption	Pharmacy Br. at 5-10 (I)
	Innocent seller protections	Pharmacy Br. at 29-30 (III) and Ex. B; Wholesaler Br. at 5-7 (I.A) and related Chart 1
	FDCA implied preemption	Manufacturer Br. at 23-24 (III.A)
	No failure to warn (Count 2)	Manufacturer Br. at 41-43 (V.B.2); Manufacturer Charts at 28
	No design defect (Count 3)	Manufacturer Br. at 39-41 (V.B.1)
Counts 4-5: Negligence	Not adequately pleaded as to pharmacies	Pharmacy Br. at 19-24 (II.B.1, II.B.2) and Ex. B
	Drug Security Act preemption	Pharmacy Br. at 5-10 (I)
	Innocent seller protections	Pharmacy Br. at 29-30 (III) and Ex. B; Wholesaler Br. at 5-7 (I.A) and related Chart 1
	FDCA implied preemption (Count 5)	Manufacturer Br. at 17-27 (III.A)
	No negligence per se (Count 5)	Manufacturer Br. at 43-44 (V.C); Manufacturer Charts at 29-31
Count 6: Breach of Express Warranty	No pharmacy warranties	Pharmacy Br. at 15-19 (II.A.2) and Ex. B
	Not basis of bargain	Pharmacy Br. at 15-19 (II.A.2) and Ex. B; Manufacturer Br. at 47-48

		(V.E.3.a); Manufacturer Charts at 39-41
	No specific language	Pharmacy Br. at 15-19 (II.A.2) and Ex. B; Manufacturer Br. at 48 (V.E.3.b); Manufacturer Charts at 42
	No guarantees	Manufacturer Br. at 49 (V.E.3.c)
	No pre-suit notice	Manufacturer Br. at 49 (V.E.4); Manufacturer Charts at 43-48
	Lack of reliance	Wholesaler Br. at 20 (III.D.3)
	Drug Security Act preemption	Pharmacy Br. at 5-10 (I)
	FDCA implied preemption	Manufacturer Br. at 24-26 (III.A.2)
	Innocent seller protections	Pharmacy Br. at 29-30 (III) and Ex. B; Wholesaler Br. at 5-7 (I.A) and related Chart 1
Count 7: Breach of Implied Warranty	Pharmacies do not imply warranties.	Pharmacy Br. at 15-18 (II.A.2) and Ex. B
	FDCA implied preemption	Manufacturer Br. at 24-26 (III.A)
	Drug Security Act preemption	Pharmacy Br. at 5-10 (I)
	Innocent seller protections	Pharmacy Br. at 29-30 (III) and Ex. B; Wholesaler Br. at 5-7 (I.A) and related Chart 1
Count 8: Fraud	Inadequately pleaded	Pharmacy Br. at 24-25 (II.B.3); Manufacturer Br. at 35-38 (V.A); Manufacturer Charts at 22
	FDCA implied preemption	Manufacturer Br. at 24-26 (III.A)
	Drug Security Act preemption	Pharmacy Br. at 5-10 (I)

Count 9: Negligent Misrepresentation	Inadequately pleaded	Pharmacy Br. at 24-25 (II.B.3); Manufacturer Br. at 35-38 (V.A); Manufacturer Charts at 22
	FDCA implied preemption	Manufacturer Br. at 24-26 (III.A)
	Drug Security Act preemption	Pharmacy Br. at 5-10 (I)
Count 10: Breach of Consumer Protection Statutes	Inadequately pleaded	Pharmacy Br. at 26-29 (II.B.4)
	FDCA implied preemption	Manufacturer Br. at 27 (III.A)
	Drug Security Act preemption	Pharmacy Br. at 5-10 (I)
Counts 11-13: Derivative Claims	Claims are derivative and therefore barred to the extent underlying claim is barred	Manufacturer Br. at 54 (V.H.1)
Count 14: Punitive Damages	No allegations against pharmacies	Pharmacy Br. at 20-24, 28-29
	Inadequately pleaded	Manufacturer Br. at 54-57 (V.H.2); Manufacturer Charts at 61-67

Economic Loss Master Complaint, Dkt. 398 (an operative complaint)		
Count 1: Breach of Express Warranty	No pharmacy warranties	Pharmacy Br. at 15-19 (II.A.2) and Ex. B
	Not basis of bargain	Pharmacy Br. at 15-19 (II.A.2) and Ex. B; Manufacturer Br. at 47-48 (V.E.3.a); Manufacturer Charts at 39-41
	No specific language	Pharmacy Br. at 15-19 (II.A.2) and Ex. B; Manufacturer Br. at 48 (V.E.3.b); Manufacturer Charts at 42
	No guarantees	Manufacturer Br. at 49 (V.E.3.c)

	No pre-suit notice	Manufacturer Br. at 49 (V.E.4); Manufacturer Charts at 43-48
	Lack of reliance	Wholesaler Br. at 20 (III.D.3)
	Drug Security Act preemption	Pharmacy Br. at 5-10 (I)
	FDCA implied preemption	Manufacturer Br. at 24-26 (III.A)
	Innocent seller protections	Pharmacy Br. at 29-30 (III) and Ex. B; Wholesaler Br. at 5-7 (I.A) and related Chart 1
	Claims subsumed by product liability acts	Manufacturer Br. at 33-35 (IV.B); Manufacturer Charts at 16-19
	No standing or injury-in-fact	Manufacturer Br. at 8-17 (II)

Count 2: Not pleaded against pharmacies

Count 3: Breach of Implied Warranty	Pharmacies do not imply warranties	Pharmacy Br. at 15-19 (II.A.2) and Ex. B
	FDCA implied preemption	Manufacturer Br. at 24-26 (III.A)
	Lack of injury or loss of functionality	Manufacturer Br. at 46-47 (V.E.2)
	Drug Security Act preemption	Pharmacy Br. at 5-10 (I)
	Claims subsumed by product liability acts	Manufacturer Br. at 33-35 (IV.B); Manufacturer Charts at 16-19
	No standing or injury-in-fact	Manufacturer Br. at 8-17 (II)
	Innocent seller protections	Pharmacy Br. at 29-30 (III) and Ex. B; Wholesaler Br. at 5-7 (I.A) and related Chart 1

Count 4: Not pleaded against pharmacies

Count 5: Magnuson-Moss Warranty Act	No pharmacy warranties, express or implied	Pharmacy Br. at 15-19 (II.A.2) and Ex. B
	FDCA implied preemption	Manufacturer Br. at 24-26 (III.A)

	Drug Security Act preemption	Pharmacy Br. at 5-10 (I)
	Claims subsumed by product liability acts	Manufacturer Br. at 33-35 (IV.B); Manufacturer Charts at 19-23
	No standing or injury-in-fact	Manufacturer Br. at 8-17 (II)
	Innocent seller protections	Pharmacy Br. at 29-30 (III) and Ex. B; Wholesaler Br. at 5-7 (I.A) and related Chart 1
	Count 6: Not pleaded against pharmacies	
Count 7: Fraud	Inadequately pleaded	Pharmacy Br. at 24-25 (II.B.3); Manufacturer Br. at 35-38 (V.A); Manufacturer Charts at 22
	FDCA implied preemption	Manufacturer Br. at 24-26 (III.A)
	Drug Security Act preemption	Pharmacy Br. at 5-10 (I)
	Claims subsumed by product liability acts	Manufacturer Br. at 33-35 (IV.B); Manufacturer Charts at 16-19
	No standing or injury-in-fact	Manufacturer Br. at 8-17 (II)
Count 8: Not pleaded against pharmacies		
Count 9: Negligent Misrepresentation	Inadequately pleaded	Pharmacy Br. at 24-25 (II.B.3); Manufacturer Br. at 35-38 (V.A); Manufacturer Charts at 22
	FDCA implied preemption	Manufacturer Br. at 24-26 (III.A)
	Drug Security Act preemption	Pharmacy Br. at 5-10 (I)
	Claims subsumed by product liability acts	Manufacturer Br. at 33-35 (IV.B); Manufacturer Charts at 16-19
	No standing or injury-in-fact	Manufacturer Br. at 8-17 (II)
Count 10: Not pleaded against pharmacies		
Count 11:	Inadequately pleaded	Pharmacy Br. at 26-29 (II.B.4)

Breach of Consumer Protection Statutes	FDCA implied preemption	Manufacturer Br. at 27 (III.A)
	Drug Security Act preemption	Pharmacy Br. at 5-10 (I)
	Claims subsumed by product liability acts	Manufacturer Br. at 33-35 (IV.B); Manufacturer Charts at 16-19
	No standing or injury-in-fact	Manufacturer Br. at 8-17 (II)
Count 12: Not pleaded against pharmacies		
Count 13: Unjust Enrichment	Inadequately pleaded	Pharmacy Br. at 26-29 (II.B.4); Wholesaler Br. at 14-17 (III.A, III.B); Manufacturer Br. at 50-53 (V.F); Manufacturer Charts at 50-51
	Adequate remedy at law	Manufacturer Br. at 51-53 (V.F), Manufacturer Charts at 50-56
	Contract between Plaintiffs and Pharmacies precludes unjust enrichment	Pharmacy Br. at 26 (II.B.4) and Ex. C
	No conscious wrongdoing	Pharmacy Br. at 27-28 (II.B.4); Wholesaler Br. at 14-16, 17-18 (III.A, III.C)
	Failure of renumeration	Wholesaler Br. at 14-16 (III.A)
	FDCA implied preemption	Manufacturer Br. at 24-26 (III.A)
	Drug Security Act preemption	Pharmacy Br. at 5-10 (I)
	Claims subsumed by product liability acts	Manufacturer Br. at 33-35 (IV.B); Manufacturer Charts at 16-19
	No standing or injury-in-fact	Manufacturer Br. at 8-17 (II)
Count 14: Not pleaded against pharmacies		

Count 15: Negligence	Not adequately pleaded as to pharmacies	Pharmacy Br. at 19-24 (II.B.1, II.B.2) and Ex. B
	Drug Security Act preemption	Pharmacy Br. at 5-10 (I)
	Innocent seller protections	Pharmacy Br. at 29-30 (III) and Ex. B; Wholesaler Br. at 5-7 (I.A) and related Chart 1
	FDCA implied preemption	Manufacturer Br. at 17-27 (III.A)
	Claims subsumed by product liability acts	Manufacturer Br. at 33-35 (IV.B); Manufacturer Charts at 16-19
	No standing or injury-in-fact	Manufacturer Br. at 8-17 (II)

Count 16: Not pleaded against pharmacies

Count 17: Negligence <i>Per Se</i>	Not adequately pleaded as to pharmacies	Pharmacy Br. at 19-24 (II.B.1, II.B.2) and Ex. B
	Drug Security Act preemption	Pharmacy Br. at 5-10 (I)
	Innocent seller protections	Pharmacy Br. at 29-30 (III) and Ex. B; Wholesaler Br. at 5-7 (I.A) and related Chart 1
	FDCA implied preemption	Manufacturer Br. at 17-27 (III.A)
	No negligence per se	Manufacturer Br. at 43-44 (V.C); Manufacturer Charts at 29-31
	Claims subsumed by product liability acts	Manufacturer Br. at 33-35 (IV.B); Manufacturer Charts at 16-19
	No standing or injury-in-fact	Manufacturer Br. at 8-17 (II)

**Medical Monitoring Master Complaint, Dkt. 123
(an operative complaint)**

Counts 1-2: Negligence	Not adequately pleaded as to pharmacies	Pharmacy Br. at 19-24 (II.B.1, II.B.2) and Ex. B
	Drug Security Act preemption	Pharmacy Br. at 5-10 (I)

	Innocent seller protections	Pharmacy Br. at 29-30 (III) and Ex. B; Wholesaler Br. at 5-7 (I.A) and related Chart 1
	FDCA implied preemption	Manufacturer Br. at 17-27 (III.A)
	No negligence per se (Count 2)	Manufacturer Br. at 43-44 (V.C); Manufacturer Charts at 29-31
	No standing or traceability	Manufacturer Br. at 15-16 (II.B, II.C)
Count 3: Medical Monitoring	Not recognized as a remedy or independent cause of action	Manufacturer Br. at 53-54 (V.G); Manufacturer Charts at 57-59
Count 4: Strict Liability	No pharmacy strict liability	Pharmacy Br. at 10-14 (II.A.1) and Ex. B
	Drug Security Act preemption	Pharmacy Br. at 5-10 (I)
	Innocent seller protections	Pharmacy Br. at 29-30 (III) and Ex. B; Wholesaler Br. at 5-7 (I.A) and related Chart 1
	FDCA implied preemption	Manufacturer Br. at 23-24 (III.A)
	No standing or traceability	Manufacturer Br. at 15-17 (II.B, II.C)
Count 5: Failure to Warn	No pharmacy strict liability	Pharmacy Br. at 10-14 (II.A.1) and Ex. B
	Drug Security Act preemption	Pharmacy Br. at 5-10 (I)
	Innocent seller protections	Pharmacy Br. at 29-30 (III) and Ex. B; Wholesaler Br. at 5-7 (I.A) and related Chart 1
	FDCA implied preemption	Manufacturer Br. at 23-24 (III.A)
	No standing or traceability	Manufacturer Br. at 15-17 (II.B, II.C)
Count 6: Magnusson-Moss Warranty Act	No pharmacy warranties, express or implied	Pharmacy Br. at 15-19 (II.A.2) and Ex. B
	FDCA implied preemption	Manufacturer Br. at 24-26 (III.A)

	Drug Security Act preemption	Pharmacy Br. at 5-10 (I)
	No standing or traceability	Manufacturer Br. at 15-17 (II.B, II.C)
	Innocent seller protections	Pharmacy Br. at 29-30 (III) and Ex. B; Wholesaler Br. at 5-7 (I.A) and related Chart 1
Count 7: Breach of Implied Warranty	Pharmacies do not imply warranties.	Pharmacy Br. at 15-18 (II.A.2) and Ex. B
	FDCA implied preemption	Manufacturer Br. at 24-26 (III.A)
	Lack of injury or loss of functionality	Manufacturer Br. at 46-47 (V.E.2)
	Drug Security Act preemption	Pharmacy Br. at 5-10 (I)
	No standing or traceability	Manufacturer Br. at 15-17 (II.B, II.C)
	Innocent seller protections	Pharmacy Br. at 29-30 (III) and Ex. B; Wholesaler Br. at 5-7 (I.A) and related Chart 1
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	Not basis of bargain	Pharmacy Br. at 15-19 (II.A.2) and Ex. B; Manufacturer Br. at 47-48 (V.E.3.a); Manufacturer Charts at 39-41
	No specific language	Pharmacy Br. at 15-19 (II.A.2) and Ex. B; Manufacturer Br. at 48 (V.E.3.b); Manufacturer Charts at 42
	No guarantees	Manufacturer Br. at 49 (V.E.3.c)
	No pre-suit notice	Manufacturer Br. at 49 (V.E.4); Manufacturer Charts at 43-48
	Lack of reliance	Wholesaler Br. at 20 (III.C.3)

	Drug Security Act preemption	Pharmacy Br. at 5-10 (I)
	FDCA implied preemption	Manufacturer Br. at 24-26 (III.A)
	Innocent seller protections	Pharmacy Br. at 29-30 (III) and Ex. B; Wholesaler Br. at 5-7 (I.A) and related Chart 1
	No standing or traceability	Manufacturer Br. at 15-17 (II.B, II.C)
Count 9: Fraud	Inadequately pleaded	Pharmacy Br. at 24-25 (II.B.3); Manufacturer Br. at 35-38 (V.A); Manufacturer Charts at 22
	FDCA implied preemption	Manufacturer Br. at 24-26 (III.A)
	Drug Security Act preemption	Pharmacy Br. at 5-10 (I)
	No standing or traceability	Manufacturer Br. at 15-17 (II.B, II.C)